

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:)	BK No.: 24-09751
)	
Carolina B. Rodriguez,)	Chapter: 13
)	Honorable David D. Cleary
)	
)	
Debtor(s))	

**AGREED REPAY ORDER WITH
STAY MODIFICATION UPON FAILURE TO COMPLY**

THIS case is before the Court on the motion [Dkt. No. 28] of Nissan Motor Acceptance Company LLC fka Nissan Motor Acceptance Corporation ("Creditor") to modify the automatic stay and co-debtor stay as to Debtor's property described as: 2022 Nissan Rogue AWD, VIN: 5N1BT3BB3NC679554 ("Collateral"). The Debtor and Creditor having conferred and agreed upon the following:

IT IS ORDERED:

1. Creditor must receive the following payments by the corresponding dates:
 - A. Post-petition payments which fall due on the 22nd of each month commencing April 22, 2025 and thereafter, plus any applicable late fee due per the contract if any such payment is late.
 - B. The post-petition Arrearage Amount outstanding through the March 22, 2025 payment consists of payments (\$1,299.83), attorneys' fees (\$250.00) and court costs (\$199.00), in the total amount of \$1,748.83. The balance of \$1,748.83, will be paid in six (6) monthly installments, payments 1-5 in the amount of \$291.47 each, and payment 6 in the amount of \$291.48, such payments beginning May 8, 2025, and on the 8th of each month thereafter until the total Arrearage Amount is paid in full.
2. If Creditor does not receive any payment required under Paragraph 1 by the date due, Creditor may issue a Notice of the Default stating the amount of the default and giving the debtor 14 days to cure the default. The Notice of Default must be filed with the court with a certificate of service on the debtor and the debtor's lawyer. If the debtor does not cure the default within 14 days from the filing date of the Notice of Default, then Creditor may file a Notice of Termination of the Stay with a certificate of service on the debtor and the debtor's lawyer. The Notice of Termination terminates the automatic stay and co-debtor stay to permit Creditor to exercise its in rem rights under non-bankruptcy law in the Collateral effective on the date it is filed. The stay in Rule 4001(a)(3) does not apply to the Notice of Termination.
3. Upon completion of the repayment schedule in Paragraph 1.B or tender of funds to bring the loan post-petition current, the Debtor must continue to make post-petition payments directly to Creditor continuing monthly thereafter for the pendency of this bankruptcy case.
4. If Creditor does not receive any two payments required under Paragraph 3 by the date due, Creditor may issue a Notice of the Default stating the amount of the default and giving the debtor 14 days to cure the default. The Notice of Default must be filed with the court with a certificate of service on the debtor and the debtor's lawyer. If the debtor does not cure the default within 14 days from the filing date of the Notice of Default, then Creditor may file a Notice of Termination of the Stay with a certificate of service on the debtor and the debtor's lawyer. The Notice of Termination terminates the automatic stay and co-debtor stay to permit Creditor to exercise its in rem rights under non-bankruptcy law in the Collateral effective on the date it is filed. The stay in Rule 4001(a)(3) does not apply to the

Notice of Termination.

5. In the event this case is converted to any other Chapter of the Bankruptcy Code, or the contract between the parties matures, the creditor may file a Notice of Termination of the stay, and must file a certificate of service of the Notice of Termination on the debtor and the debtor's lawyer. The Notice of Termination terminates the automatic stay and co-debtor stay to permit Creditor to exercise its in rem rights under non-bankruptcy law in the Collateral effective on the date it is filed. The stay in Rule 4001(a)(3) does not apply to the Notice of Termination.

6. The payment terms set forth in this Order will become inapplicable if this bankruptcy case is dismissed.

Enter:



Honorable David D. Cleary

United States Bankruptcy Judge

Dated: April 17, 2025

Prepared by:

/s/ Wesley T. Kozeny
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